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Hearing Date: 7/30/2021 10:00 AM - 10:00 AM
Courtroom Number: 2405
Location: District 1 Court
Cook County, IL

12-Person Jury

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

FILED
4/1/2021 9:40 AM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2021CH01554

12795065

THE PEOPLE OF THE STATE OF ILLINOIS,
ex rel. KWAME RAOUL, Attorney General of
the State of Illinois,

Plaintiff,

v.

DSI HOLDINGS CORPORATION. d/b/a
SERVICE MASTER

Defendant.

Case No.

Jury Demand

COMPLAINT

Plaintiff, the People of the State of Illinois, by and through its attorney, Kwame Raoul, Attorney General of the State of Illinois, brings this complaint against DSI Holdings Corporation d/b/a ServiceMaster (“DSI”).

NATURE OF COMPLAINT

1. Plaintiff brings this complaint pursuant to the Illinois Human Rights Act, 755 ILCS 5/1-101 *et seq.* (the “Act”) against DSI, a franchisee of The ServiceMaster Company, LLC. DSI provides disaster restoration and cleaning services across Illinois. DSI has several branch offices in Illinois including in Chicago, Downers Grove, Springfield, Champaign, Princeton, and Lake Zurich. Over a period of several years, DSI has impermissibly used employees’ sex to determine the positions that employees are eligible for without regard to the employees’ skills or their ability to meet the requirements of positions available at DSI. In making sex the main eligibility requirement to fill certain positions, DSI harmed Illinois workers whose sex prevented them from

being eligible for certain positions available at DSI. DSI's policies have also harmed Illinois workers by perpetuating gender stereotypes regarding the different work men and women can do.

JURISDICTION AND VENUE

2. This action is brought pursuant to Section 10-104 of the Act and seeks equitable relief and civil penalties for violations of Section 2-102(A). 775 ILCS 5/10-104; 775 ILCS 5/2-102(A).

3. This Court has jurisdiction over Plaintiff's claims because Defendant committed many of the violations complained of herein in Cook County, Illinois, and Defendant conducts and transacts business within Cook County. 735 ILCS 5/2-209(a)(1); 735 ILCS 5/2-209(b)(4).

4. Venue is proper in this judicial district because Defendant maintains offices in Cook County, and many of the events giving rise to Plaintiff's claims occurred in Cook County. 735 ILCS 5/2-101.

PARTIES

5. Plaintiff brings this action by and through Kwame Raoul, Attorney General of the State of Illinois, as authorized pursuant to Section 104(A)(1) of the Act. 775 ILCS 5/10-104(A)(1).

6. The Attorney General enforces the public policy of the State of Illinois to secure for its residents freedom from sex discrimination in employment. 775 ILCS 5/1-102(A). It is the declared interest of the State of Illinois that all people in Illinois can maintain personal dignity, realize their full productive capacities, and further their interests, rights, and privileges as residents of Illinois. 775 ILCS 5/1-102(E). DSI's actions constitute a direct threat to the State's public policy and its stated interest in the nondiscriminatory treatment of its residents.

7. DSI is a corporation headquartered and authorized to transact business in Illinois.

8. DSI is an “Employer,” as defined under the Human Rights Act. 775 ILCS 5/2-101(B)(1)(a), (b).

9. At all relevant times, DSI has employed and two types of workers: (1) individuals hired directly by DSI (“Direct Employees”) and (2) individuals assigned on an as-needed basis (“Temporary Employees”).

10. At all relevant times, Temporary Employees have been assigned through day and temporary labor service agencies (“Temporary Staffing Agencies”), as defined in the Illinois Day and Temporary Labor Services Act. 820 ILCS 175/5.

11. Both Direct Employees and Temporary Employees are “Employees,” as defined under the Human Rights Act, because they performed services for remuneration within Illinois. 775 ILCS 5/2-101(A)(1)(a).

FACTUAL ALLEGATIONS

12. DSI is the largest operator of the ServiceMaster Restore and ServiceMaster Recovery Management brands in the world. DSI provides disaster restoration and recovery management services to customers across Illinois from six branch offices located throughout the state.

13. The services DSI provides include fire and water damage restoration, packing out and storing furniture, and biohazard cleanup.

14. DSI relies heavily on the services of Temporary Staffing Agencies to meet its staffing needs.

15. DSI makes daily or weekly requests to its staffing agencies, in writing and orally, for specific numbers of Temporary Employees which the Temporary Staffing Agencies fill by assigning Temporary Employees.

16. DSI requests several dozen Temporary Employees in a given week from various Temporary Staffing Agencies across Illinois.

17. The duration of the Temporary Employees' job assignments is undefined and, in practice, can vary in length from a few days to several months or years.

18. DSI exercises significant control over almost every aspect of the Temporary Employees' employment, and is a joint employer of the Temporary Employees with the Temporary Staffing Agencies it utilizes to source its labor force.

19. DSI has control over the requirements that candidates sent by Temporary Staffing Agencies must meet to be assigned to DSI.

20. Once assigned, DSI controls and supervises all aspects of the Temporary Employees' work.

21. Direct Employees and Temporary Employees of DSI work side-by-side at DSI worksites throughout Illinois.

22. DSI establishes job expectations for Temporary Employees and supervises the quality of their work on a day-to-day basis. DSI also establishes and enforces internal policies dealing with attendance, requests for time off, and other administrative matters.

23. DSI determines when, whether, and how to discipline Temporary Employees and when to terminate their assignments.

24. The tasks performed by Direct Employees and Temporary Employees at DSI include, but are not limited to: demolition work, cleaning and scrubbing furniture and buildings after fire and water damage, and packing and packaging residential and commercial equipment for storage.

25. Throughout the four years preceding the filing of this Complaint, DSI has routinely made discriminatory requests for Temporary Employees on the basis of their sex to the Temporary Staffing Agencies it has contracted with. These discriminatory requests were made both in writing and orally.

26. DSI's requests for Temporary Employees have not included job descriptions or other *bona fide* job requirements such as lifting requirements that corresponded to the duties of each position sourced through Temporary Staffing Agencies. Indeed, DSI has never prepared written job descriptions for any of the positions it sources through Temporary Staffing Agencies.

27. DSI often requested Temporary Employees by referencing little more than the Temporary Employee's sex to describe the requirements for the position.

28. DSI's requests for Temporary Employees and subsequent assignments were typically based on gender stereotypes. For example, DSI often requested that Temporary Staffing Agencies provide it with men for its general demolition work while requesting women to perform cleaning and scrubbing work.

29. DSI engaged in this practice of sex-based discriminatory assignments for at least the four years preceding the filing of this lawsuit.

Count I:
Discrimination in Staffing in Violation of 775 ILCS 5/2-102(A)

30. The People restate and re-allege Paragraphs 1 through 29 of this Complaint as though fully set forth herein.

31. Pursuant to Section 2-102(A) of the Act, it is a civil rights violation for "any employer to refuse to hire, to segregate, or to act with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or

terms, privileges, or conditions of employment on the basis of unlawful discrimination” 775 ILCS 5/2-102(A).

32. The Act defines an “Employer” as “any person employing 15 or more employees within Illinois during 20 or more calendar weeks within the calendar year of or preceding the alleged violation.” 775 ILCS 5/2-101(B)(1)(a).

33. At all relevant times, DSI has qualified as an “Employer” under the Act.

34. DSI conditions the availability of work for Temporary Employees at its branch offices on the basis of sex and uses the staffing agencies to staff branch offices in accordance with their discriminatory preferences.

35. By requesting Temporary Employees on the basis of their sex to fill certain positions at DSI’s branch offices in Illinois, DSI has engaged in a pattern and practice of intentional discrimination in violation of Section 2-102(A) of the Act.

36. As a direct and proximate result of DSI’s conduct and omissions, DSI, directly and through the Temporary Staffing Agencies it has used, engaged in a pattern and practice of intentional discrimination on the basis of sex in violation of Section 2-102(A) of the Act. 775 ILCS 5/2-102(A).

WHEREFORE, Plaintiff, the People of the State of Illinois, prays that this Honorable Court:

- a. Enjoin DSI from engaging in employment practices that either directly or indirectly discriminate against individuals on the basis of sex in employment;
- b. Order DSI to adopt workplace policies and practices to prevent discrimination in employment;
- c. Order DSI to undergo training on employment discrimination;

- d. Order DSI to submit to monitoring of their processing work-related complaints, including record-keeping, investigation, and resolutions;
- e. Assess civil penalties against DSI pursuant to Section 10-104(B) of the Act in the amount of \$10,000 for each violation of the Act; and
- f. Grant such other and further relief as the Court deems appropriate.

Respectfully Submitted:

THE PEOPLE OF THE STATE OF ILLINOIS,

By and through,

Kwame Raoul,
Attorney General of the State of Illinois

Dated: April 1, 2021

BY: s/Alvar Ayala
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THE PEOPLE OF THE STATE OF ILLINOIS,
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Plaintiffs,

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DSI HOLDINGS CORPORATION, d/b/a
SERVICE MASTER,

Defendant.

Case No. 2021CH01554

Judge

12795715

JOINT MOTION FOR ENTRY OF CONSENT DECREE

The People of the State of Illinois, (“the State”) and DSI Holdings Corporation, (“Defendant”) have agreed to the terms of a Consent Decree as a final resolution of the litigation between them and jointly move that this court enter the Consent Decree, attached hereto as Exhibit A. Counsel for Defendant has authorized the State to file this joint motion and to sign on his behalf.

Respectfully submitted,

April 1, 2021

KWAME RAOUL
Attorney General of the State of Illinois

By: /s/ Alvar Ayala
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Counsel for Plaintiff

/s/ Nathaniel J. Reinsma
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Counsel for Defendant

FILED DATE: 4/1/2021 10:00 AM 2021CH01554

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that on the 1st day of April, 2021, true and correct copies of the foregoing **Joint Motion for Entry of Consent Decree** and the exhibit thereto were served via regular U.S. Mail and electronic mail upon the following counsel of record:

Nathaniel J. Reinsma
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Phone: (630) 833-0888
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/s/ Alvar Ayala
Assistant Attorney General
Chief, Workplace Rights Bureau
Counsel for the State of Illinois

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Case No. **2021CH01554**
Jury Demand

CONSENT DECREE

I. THE LITIGATION

1. The Office of the Illinois Attorney General (hereinafter “OAG”) filed this action (“Complaint”) on behalf of Plaintiff, the People of the State of Illinois, alleging that Defendant, DSI Holdings Corporation, d/b/a ServiceMaster (hereinafter “DSI”), had engaged in a pattern and practice of sex discrimination in violation of the Illinois Human Rights Act, 775 ILCS 5/1 *et seq.* (the “Act”). DSI disputes any wrongdoing.

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, DSI and the OAG have agreed that this action should be finally resolved by entry of this Consent Decree (“Decree”). This Decree fully and finally resolves the OAG’s claims in the Complaint. The parties further agree that DSI has not admitted liability for any of the conduct alleged in the Complaint, and that DSI has agreed to the entry of this Consent Decree for the sole purpose of bringing this matter to an efficient resolution.

II. FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulation of the parties, the Court finds the following:

- a. This Court has jurisdiction over the subject matter of this action and over the parties.

- b. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of the OAG to bring an enforcement suit upon an alleged breach of any term(s) of this Decree.
- c. The terms of this Decree are adequate, fair, reasonable, and just.
- d. The rights of the public are adequately protected by this Decree.
- e. This Decree conforms with the Illinois Rules of Civil Procedure and the Act and is not in derogation of the rights or privileges of any person.
- f. The entry of this Decree will further the objectives of the Act and will be in the best interests of the parties and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

III. SCOPE AND DURATION OF THE CONSENT DECREE

- 4. This Decree will become effective as of the date of entry by the Court (hereinafter, the “Effective Date”) and remain in effect for two years from the Effective Date (the “Term”).
- 5. This Decree shall be binding upon DSI and its present and future directors, officers, managers, agents, successors, and assigns. During the Term of this Decree, DSI shall provide a copy of this Decree to any organization or person which proposes to merge with DSI or acquire a majority or all of its stock or substantially all its assets, prior to the effectiveness of any such merger or acquisition.
- 6. This Decree does not release DSI or its owners, directors, officers, managers, agents, successors or assigns from any liability to persons or entities that are not parties to this Decree arising out of the conduct covered by this Decree nor does it constitute an admission of liability by DSI.
- 7. For purposes of this Decree, these terms are defined as follows:
 - a. “Staffing Agency” shall refer to any person or entity engaged in the business of employing day or temporary laborers to provide services, for a fee, to or for any third party client pursuant to a contract with the day and temporary labor service agency and the third party client, as defined by the Illinois Day and Temporary Labor Services Act, 820 ILCS 175/5.
 - b. “Temporary Employee” shall refer to any individual assigned to work at DSI through any Staffing Agency.
 - c. “Employee” shall refer to all people hired directly by DSI but shall also include all Temporary Employees assigned to DSI unless otherwise indicated in the text hereof.

- d. “Sex Discrimination” shall mean discrimination against any individual on the basis of sex prohibited under 775 ILCS 5/2-102(A).
- e. “Effective Date” shall mean the date of entry of this Decree by the Court.
- f. “Document” shall include, without limitation, anything in which there is portrayed or contained, or from which can be retrieved, any facts, information, or data, including all of the things delineated in Ill. Sup. Ct. R. 214 and without limitation on the foregoing, all electronic data processing materials.

8. Nothing shall preclude the OAG from taking legal action to enforce the terms of this Decree; bringing a separate action should the OAG discover additional violations of the Act outside the scope of conduct covered by this Decree; or referring complaints or allegations of non-compliance with other applicable state or federal laws, outside the scope of this Decree, to appropriate state or federal agencies.

III. INJUNCTIVE PROVISIONS

(A) GENERAL PROVISIONS

9. DSI, its officers, agents, employees, and all persons acting in concert with it, are enjoined from engaging in any form of sex-based employment discrimination, or failing to take reasonable corrective measures to prevent third-parties from subjecting DSI Employees to any form of sex-based employment discrimination, including refusing to hire, segregating, recruiting, hiring, promoting, renewing employment, selecting for training or apprenticeship, discharging, disciplining, or basing the tenure, terms, privileges, or conditions of employment on the basis of an individual’s sex or race, as set forth in the Act. 775 ILCS 5/2-102(A).

10. If DSI fails to pay the civil penalty set forth in Section V of this Decree, the OAG may immediately apply to the court for appropriate relief. If the OAG believes that DSI has failed to comply with any other provision of this Decree, the OAG shall notify DSI of the alleged noncompliance in writing and give DSI 15 calendar days to remedy the noncompliance to the OAG’s satisfaction. If the parties do not reach an agreement at the end of the 15-day period, the OAG may apply to the court for all appropriate relief. DSI recognizes that the OAG may seek the following:

- a. Entry of a monetary judgment in the amount of any outstanding payment owed under the terms of the Decree plus all attorneys’ fees and costs expended in obtaining and collecting the judgment;
- b. An order enjoining DSI from conducting business in Illinois; or
- c. Other relief as appropriate.

(B) AMENDMENT OF DISCRIMINATION POLICY

11. Within 30 days of the Effective Date, DSI shall amend its Equal Employment Opportunity Policy (collectively, the “Policy”) to include, in addition to existing protections, the following terms to the extent not already provided therein:

- a. DSI prohibits any assignments, discipline, discharge, or differential terms, conditions, and privileges of employment on the basis of race, color, religion, national origin, ancestry, sex, age, marital status, order of protection status, gender identity, national origin, disability, military service, pregnancy, childbirth and related medical conditions, military status, unfavorable discharge from military service, genetic information, or any other classification protected by federal, state, and local laws and ordinances. Discrimination and any such prohibited behavior will not be tolerated from any Employee or Staffing Agency.
- b. Employees may make complaints of discrimination to any person in the DSI chain of command or through the Complaint Hotline detailed in Section III(D) of this Decree. The Policy shall also list the appropriate governmental agencies that investigate complaints of employment discrimination, such as the Illinois Department of Human Rights and the Office of the Illinois Attorney General’s Workplace Rights Bureau, with their respective phone numbers;
- c. Employees may make complaints to these governmental agencies regardless of their immigration status;
- d. Employees may make complaints about discrimination without regard to how much time has passed since the alleged discrimination occurred;
- e. Employees who make complaints of discrimination or provide information related to such complaints will be protected against retaliation;
- f. Employees will not be required to complain of discrimination to a supervisor or person against whom they allege the unlawful conduct;
- g. DSI will maintain the confidentiality of the identities of any discrimination or harassment complainants as well as any witnesses or other persons who provide information about the alleged discrimination to the largest extent possible;
- h. DSI will take immediate and appropriate corrective action if and when it determines that discrimination has occurred; and
- i. Employees, including management, who violate the Policy are subject to discipline, up to and including discharge.

12. DSI shall implement and enforce its amended Policy on behalf of all its Employees in the State of Illinois. DSI shall include the Policy in any relevant manual kept by DSI in the course of its operations. DSI denies that its current policy is not legally compliant but will update its manuals with any Policy drafted in accordance with this Consent Decree.

13. DSI shall forward a copy of its Policy, and their translations, in Spanish and any other commonly spoken language in DSI's workforce, other than English, in DSI's workforce to the Office of the Illinois Attorney General within 30 calendar days of the Effective Date for approval. This and any other submissions, reports, and certifications should be submitted to the address provided in Section III(J).

(C) DISTRIBUTION OF POLICY

14. DSI shall provide all its Employees with a copy of the policy referenced in Section III(B) of this Decree, along with information directing Employees to the Hotline referenced in Section III(D) of this Decree within 60 days of the Effective Date. Additionally, DSI shall ensure that Temporary Employees assigned by Staffing Agencies to DSI be provided with the Policy in their preferred language as part of the Staffing Agencies' Employment Notice package before being assigned to DSI. If DSI has reason to believe that any Temporary Employees have not received the Policy as part of the Staffing Agencies' Employment Notice package, DSI shall provide copies of the Policy to be distributed to any such Temporary Employees at a job site.

15. The Policy, and its translations, shall also be printed in a font that is easily legible (at least 12-point font) and be posted or maintained in a conspicuous, visible, and accessible place for all Employees to view.

16. As required in Section III(J) of this Decree, DSI shall provide certifications to the OAG of its compliance with the requirements this Section of the Decree.

17. DSI shall require all Staffing Agencies and any similar entity to which it outsources responsibilities over payroll, workers' compensation, and supervision over employees or their benefits, to sign an addendum to DSI's staffing agreement with these entities within 30 days of the Effective Date outlining the following: (1) that DSI is an equal employment opportunity employer and prohibits any and all forms of discrimination; (2) that staffing agencies must adhere to DSI's policy against discrimination, and must assign laborers to DSI based on laborers' skills and ability to meet the requirements of the position being sourced for DSI, and not on the laborers' sex or other qualities as prohibited by the Illinois Human Rights Act; (3) that any employee who feels that they have been subjected to unlawful discrimination can make a complaint about any relevant incident and have a witness of his or her choosing present when a complaint is made; and (4) that retaliation against any employee making a complaint about discrimination is strictly prohibited. Such language shall be a term of any future staffing agency agreement. The following language shall appear in each written communication to a staffing agency by DSI, in at least 12-point font:

DSI is an Equal Opportunity Employer that does not tolerate discrimination on account of race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, gender identity, pregnancy, or unfavorable discharge from military service against any employee, applicant or temporary personnel. As a DSI contractor, you are required to abide by DSI's non-discrimination policy and are required to source laborers for DSI based on their skills or ability to meet the requirements of each position

sourced by for DSI, and not based on the laborers' gender or other qualities as prohibited by the Illinois Human Rights Act.

(D) COMPLAINT HOTLINE

18. DSI shall establish and maintain a complaint hotline (the "Hotline") for Employees to report any incidents of discrimination and harassment by DSI within 60 days of the Effective Date. The Hotline may be, at the election of DSI, either a dedicated third-party response and message service or a direct dial line staffed or monitored by a qualified Employee of DSI.

19. DSI shall ensure that all calls received through the Hotline concerning discrimination or harassment are reported to DSI's Chief Risk Officer and General Counsel for review and handling pursuant to the Policy and this Decree.

20. DSI shall post notices informing all Employees of the existence of the Hotline. These notices shall be in English, Spanish, and any other commonly spoken language in DSI's workforce, and posted in conspicuous, visible, and accessible areas of each of its locations in Illinois. These notices shall provide the Hotline number and clearly state that the Hotline is available to all Employees for making complaints of discrimination.

21. In accordance with the reporting requirements of Section III(I) of this Decree, DSI shall aggregate and report on a quarterly basis to the OAG all calls received through the Hotline alleging, in form or substance, discrimination or harassment, and actions taken by the company in response to the complaint.

(E) TRAINING OF EMPLOYEES

22. During the Term of this Decree, DSI shall provide an annual training on employment discrimination to all Employees in Illinois. The training shall specifically concern sex-based discrimination including bias in employment and assignments.

23. The initial training session ("Initial Training") shall occur within 120 calendar days of the Effective Date in accordance with the following requirements:

- a. DSI shall select an outside instructor ("Instructor") to organize, construct, and supervise all training sessions. DSI's choice of Instructor must be approved by the OAG. DSI and its Instructor must submit all materials and content of the training to the OAG for approval within 90 days of the Effective Date. The OAG may withhold approval of the training if the OAG is not satisfied with the quality, content, and tailoring of the training materials submitted by DSI and its instructor. The chosen Instructor must be compensated by DSI.
- b. The OAG and DSI shall confer and agree on the date, manner, and location(s) for the Initial Session.

- c. The Initial Training may be conducted online or in virtual format in accordance with reasonably acceptable safety protocols in light of the Covid-19 pandemic.
24. The remaining training sessions shall be modeled on the Initial Training and shall take place annually, no later than 30 calendar days after the anniversary date of the Initial Training.
25. DSI shall take and maintain attendance lists of all Employees that participate in the Initial and Annual Trainings.
26. This training will be recorded and provided as part of the Employee orientation process. For purposes of this section, Temporary Employees shall only be required to complete this orientation training if they work on DSI property or projects for an amount of workdays cumulatively equal to 100 hours in a 12-month period. This training shall be completed in a reasonably practicable time and manner following Temporary Employee exceeding this hourly threshold so as to minimize work disruption, within two weeks of hitting said threshold or before the next scheduled date of work for said Temporary Employee, whichever is later.
27. Additionally, within 30 days of the Effective Date, DSI shall designate Employees that will be responsible for investigating complaints of Sex Discrimination. All personnel that are involved in the investigation or resolution of complaints shall receive comprehensive training (“Investigations Training”) from an outside instructor before they begin their involvement in the sexual harassment or other Sex Discrimination complaint process and annually thereafter. DSI shall submit its choice of instructor to perform the Investigations Training and all materials to be used in this training to the OAG for review and approval within 90 days of the Effective Date. The Investigations Training shall occur within 120 days of the Effective Date. The topics of the Investigations Training shall include, but not be limited to: (1) DSI’s obligations under the law; (2) DSI’s complaint process; (3) how to conduct an intake interview for a complaint about Sex Discrimination; (4) how to investigate complaints, including techniques for obtaining statements and gathering relevant evidence; (5) appropriate remedial and corrective actions, up to and including discharge; and (6) other topics as appropriate. All personnel involved in the complaint process shall be qualified to perform the role assigned to them.

(F) COMPLAINT PROCESSING

28. DSI shall use its best efforts to learn of all complaints and incidents of Sex Discrimination. DSI shall document all complaints of Sex Discrimination. DSI shall thoroughly investigate each complaint by taking steps that include, but are not limited to: (1) interviewing the complainant; (2) interviewing all relevant witnesses; (3) promptly identifying and collecting all relevant evidence; and (4) preparing memoranda or other writings which accurately and completely set forth the information collected at each stage of the investigation. At the conclusion of its investigation, DSI shall draft an investigative report that includes: (1) the names of any individuals involved in any alleged Sex Discrimination; (2) a narrative summary of any alleged Sex Discrimination, including the date, time, and location; (3) a summary of the investigation and the evidence collected; and (4) a description of any remedial action taken in response to the allegation and the reasons therefore, or if no remedial action is taken, the reasons why not. A copy of each complaint documented by

DSI pursuant to this paragraph shall be forwarded to the OAG on a quarterly basis along with the investigative reports for each such complaint made.

(G) POSITION DESCRIPTIONS

29. DSI shall develop and draft standardized minimum job requirements for each position sourced through Staffing Agencies within 60 calendar days of the Effective Date of this Consent Decree. DSI shall provide a copy of these Position Descriptions to the OAG within 60 calendar days of the Effective Date. DSI shall have its safety and compliance personnel review the Position Descriptions at least once per year to evaluate the lifting requirements and to analyze safety and risks. If the lifting requirements may be reduced without loss of safety or efficiency due to new equipment or other procedures, then the Position Descriptions shall be so revised and the revised descriptions provided to the OAG. If the Position Descriptions are not revised, DSI's safety and compliance officer shall certify in annual reporting to the OAG that the Position Description requirements remain appropriate to the nature of the position.

30. DSI shall make assignments based on the requirements in the position descriptions referenced in Paragraph 29 and shall uniformly rely on these minimum position requirements when evaluating candidates for employment, whether hired directly or through a Staffing Agency. When requesting temporary employees from staffing agencies to fill a position, DSI shall not make discriminatory requests for temporary employees through the use of code words or other proxies for Sex Discrimination and shall instead insist that Staffing Agencies use the DSI's Position Descriptions to recruit Temporary Employees to fill open positions at DSI.

(H) RECORD-KEEPING

31. DSI shall ensure that all requests to Staffing Agencies for temporary employees are made via written (email) communications and shall maintain these communications for at least a three-year period from the Effective Date.

32. DSI shall record the basis for taking disciplinary actions against employees, including termination, or refusal to accept a Temporary Laborer assigned by a Staffing Agency, and the basis for any "Do Not Return" orders to Staffing Agencies, and shall maintain these records for at least a three-year period following the Effective Date.

(I) REPORTING REQUIREMENTS

33. DSI shall fully cooperate with the OAG in connection with its efforts to oversee and ensure the implementation of the terms of this Decree. The OAG shall have reasonable and timely access to all employees and to documents or other information that are relevant to the allegations in the Complaint or necessary to the supervise compliance with this Decree, including, but not limited to: (i) employees' personnel records, including payroll records and billing records from Staffing Agencies; (ii) contact information for any employee, including name, address, telephone number, and e-mail address; (iii) disciplinary records and other information related to the disciplining and terminating employees and temporary workers; (iv) requests for temporary employees or workers; (v) all documents relating to any investigation or allegation of Sex Discrimination; and (vi) communications between DSI and any Staffing Agency.

34. On a quarterly basis, DSI shall submit to the OAG a report of all Sex Discrimination complaints made by any DSI Employee occurring within the quarterly period preceding the report, including, if provided, the complainant's name, date of complaint, job title, location of the complained-of conduct, phone number, summary of allegations, name of the person(s) complained of, and summary of DSI's resolution(s) taken pursuant to its Policy. DSI shall not use any information it compiles or produces pursuant to this requirement for any reason unrelated to the enforcement of its Policy or compliance with this Decree.

35. DSI shall track and report to the OAG on a quarterly basis the following:

- a. The number of temporary employees requested by DSI from its Staffing Agencies to fill any position;
- b. DSI shall maintain records showing the name and sex of each temporary employee sent by the Staffing Agencies in response to the staffing requests, and the position and the job site to which each such Temporary Employee was assigned to work, and upon request by the OAG, DSI shall provide these records as part of its report;
- c. The name and sex of each person who applies to be directly hired by DSI to fill a position, including individuals who apply for internal transfers; and
- d. The name and sex of each person directly hired by DSI, and the position they fill;

36. DSI will voluntarily submit its policy and practices to prevent Sex Discrimination to auditing by the OAG. The OAG reserves the right to perform such audits on a quarterly basis. In the event the OAG exercises its right to audit, DSI will, upon request, produce the following documents:

- a. All documents and communications between DSI and its Staffing Agencies relating to assignments for a period of time designated by the OAG; and
- b. Any other documents necessary to accomplish the goals of this decree.

37. On a twice-annual basis, starting 6 months from the Effective Date, DSI shall submit to the OAG a certification of its compliance with all provisions of this Decree.

38. DSI shall send each report, as well as all other notifications and certifications required from DSI by this Decree, in electronic or paper form, to the following address:

Alvar Ayala
Workplace Rights Bureau Chief
Office of the Illinois Attorney General
100 W Randolph Street, 11th Floor
Chicago, Illinois 60601

IV. ENFORCEMENT OF POLICY

39. DSI shall abide by and enforce the Policy and shall notify any Staffing Agency or entity utilized by DSI that the Staffing Agency must comply with the Policy as laid out in this Consent

Decree. Upon DSI becoming aware of material noncompliance by a Staffing Agency, DSI shall take immediate corrective measures up to and including terminating the Staffing Agency.

V. MONETARY RELIEF

40. Within 30 calendar days of the Effective Date, DSI shall pay a total of \$75,000.00 in civil penalties pursuant to Section 10-104(B)(1)(a) of the Act to resolve this matter. This payment shall be made payable by check to the “Office of the Illinois Attorney General,” and this amount shall be deposited into the Attorney General State Projects and Court Ordered Distribution Fund (the “Fund”) for subsequent expenditure at the sole discretion of and as authorized by the Attorney General to protect Illinois workers’ rights.

41. The above-referenced payment and any reports due under this Consent Decree shall be delivered to the following address:

Alvar Ayala
Workplace Rights Bureau Chief
Office of the Illinois Attorney General
100 W Randolph Street, 11th Floor
Chicago, Illinois 60601

VI. DISPUTE RESOLUTION

42. In the event that the OAG believes that DSI has failed to comply with any provision of the Decree, the OAG shall have the right to seek court intervention. Additionally, no party shall contest the Court’s jurisdiction to hear a dispute arising from the Decree nor challenge the OAG’s ability to bring an action to enforce the terms of the Decree in this Court.

VI. SIGNATURES

43. Facsimiles and electronic (PDF) copies are deemed acceptable, binding signatures for the purposes of this Decree. This Decree may be executed in counterparts, each of which will be deemed an original, and all of which constitute one and the same agreement.

THE OFFICE OF THE ILLINOIS ATTORNEY GENERAL

KWAME RAOUL
Attorney General of the State of Illinois

Dated: 3/16/21

By: 

Alvar Ayala
Workplace Rights Bureau Chief
100 West Randolph Street, 11th Floor
Chicago, Illinois 60601
(312) 343-0099
aayala@atg.state.il.us

DSI HOLDINGS CORPORATION

Dated: 2/1/21

By: 

James Boccher, President